



Order Filed on October 18, 2019
by Clerk U.S. Bankruptcy Court
District of New Jersey

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UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

In Re:

Angel L Rodriguez and
Amaris La Llave Padilla,

Case No. 17-27768-JKS
(Chapter 13)

Hearing Date: September 27, 2019

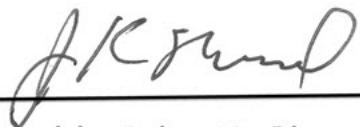
Debtors.

Judge: Hon. John K. Sherwood

**CONDITIONAL ORDER REGARDING MOTION FOR AUTOMATIC STAY AS TO THE
2011 Nissan Murano (VIN: JN8AZ1MW4BW176908) WITH WAIVER OF F.R.B.P. RULE
4001(A)(3)**

The Relief set forth on the following pages, numbered two (2) through two (2)
is hereby **ORDERED**.

DATED: October 18, 2019


Honorable John K. Sherwood
United States Bankruptcy Court

(Page 2)

Debtors: Angel L Rodriguez and Amaris La Llave Padilla

Case No.: 17-27768-JKS

Caption of Order: CONDITIONAL ORDER REGARDING MOTION FOR AUTOMATIC STAY AS TO THE 2011 Nissan Murano (VIN: JN8AZ1MW4BW176908) WITH WAIVER OF F.R.B.P. RULE 4001(A)(3)

Upon the Stipulation of JPMORGAN CHASE BANK N.A., ("Chase") and Angel L Rodriguez and Amaris La Llave Padilla ("Debtors") under Bankruptcy Code §§ 362 (d)(1) and 362 (d)(2) for relief from the automatic stay as to a 2011 Nissan Murano (VIN: JN8AZ1MW4BW176908) and for good cause shown and no cause to the contrary appearing;

IT IS HEREBY ORDERED that the attached Stipulation is "SO ORDERED."

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UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

In Re:

Angel L Rodriguez and
Amaris La Llave Padilla,

Debtors.

**STIPULATION RESOLVING MOTION
FOR RELIF OF THE AUTOMATIC
STAY**

Case No. 17-27768-JKS
(Chapter 13)

Oral Argument NOT requested

WHEREAS, JPMorgan Chase Bank, N.A., ("Chase") is a secured creditor in the above referenced matter with regard to a 2011 Nissan Murano (VIN: JN8AZ1MW4BW176908) ("Vehicle"); and

WHEREAS, On or about February 10, 2015, the debtors, Amaris LaLlavePadilla and Angel Rodriguez ("Debtors") entered into a Retail Installment Sale Contract Simple Finance Charge ("Retail Installment Contract") for the purchase of a 2011 Nissan Murano (VIN: JN8AZ1MW4BW176908) ("Vehicle"); and

WHEREAS Chase is the owner and holder of the Retail Installment Contract and maintains a valid perfected lien on the Vehicle; and

WHEREAS, Debtors are in default of the Retail Installment Contract by failing to make payments when due; and

WHEREAS, on August 28, 2019, Chase, through its attorneys, Winston & Winston, P.C., filed and served a Motion for Relief of Stay regarding the Vehicle which was made returnable on September 27, 2019 at 10:00 AM; and

WHEREAS on or about September 18, 2019 Debtors filed an Opposition to the Motion for Relief of Stay and seeks to cure the default and retain the Vehicle and continue to pay the outside of the Plan with a \$1,889.00 payment towards the arrears; and

WHEREAS, as of the date of October 9, 2019:

The Total Arrears: \$2,547.35;

Pre-Petition \$291.71 (paid by Trustee inside the plan and will continue to be paid by the Trustee inside the Plan);

Post-Petition Arrears: \$2,255.64;

Last Payment received of \$377.80 on August 5, 2019; and

WHEREAS, the parties seek to amicably resolve this matter and have agreed to:

IT IS HEREBY STIPULATED AND AGREED, in order to cure the past due arrears Debtor agrees as follows:

- Debtor will make a payment of \$1,889.00 (which Debtor's counsel is holding in escrow) to Creditor within five (5) days of the execution of this stipulation; and
- Pre-Petition arrears of \$291.71 will continue to be paid by the Trustee inside of the Debtor's Chapter 13 Plan; and
- Debtor will then pay off the remaining arrears in the amount of \$366.64 over two (2) months by paying \$561.12 per month (\$377.80 for regular monthly payment + \$183.32 towards the arrears) starting on October 10, 2019; and

- After the arrears have been cured, Debtor will continue to make regular monthly payments of \$377.80 per month until the lien has been paid and satisfied.

IT IS FURTHER STIPULATED AND AGREED, that the Debtor will continue to maintain insurance on the Vehicle and will keep the Vehicle in good condition, free any encumbrances and seizures until such time as the lien has been fully satisfied; and

IT IS FURTHER STIPULATED AND AGREED, that in the event the Debtor fails to timely make any payment Chase, either directly or through its agents or attorneys shall send a ten (10) day cure letter to debtor and debtor's attorney, and upon failure to timely cure any default, Chase may file a Certification of Default and submit an Order for the Court's signature that vacates the automatic stay pursuant to 11 U.S.C. § 362 to permit JPMorgan Chase Bank, N.A. to exercise its rights with respect to the Vehicle, a 2017 Mazda Mazda6 (VIN: JM1GL1V51H1119567); and

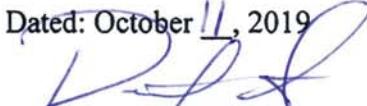
IT IS FURTHER STIPULATED AND AGREED, that in the event that Debtor defaults pursuant to the terms of this Settlement Agreement and Chase enforces its security interest and repossesses the Vehicle, the Trustee's right to surplus funds is hereby preserved, and Trustee will be given written notice of any surplus monies (if any) remaining after the sold of the Vehicle. Chase is directed to turn over surplus monies (if any) to the Trustee as property of the estate; and

IT IS FURTHER STIPULATED AND AGREED, that in the event of default and Chase's request for an Order granting relief of stay by way of Certification of Default, the provisions of Rule 4001 requiring a fourteen (14) day waiting period for the effectiveness of the order is hereby waived; and

IT IS FURTHER STIPULATED AND AGREED, that this Stipulation may be executed in multiple counterparts, each of which shall be deemed original and all of which when taken together shall constitute one and the same instrument; and

IT IS FURTHER STIPULATED AND AGREED, that electronic, copied and facsimile signatures are deemed originals for all purposes.

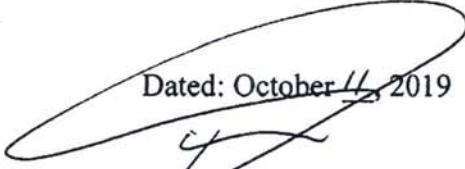
Dated: October 11, 2019


Aleksander Powietrzynski

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Dated: October 11, 2019


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